

REMARKS

Claims 1-7, 9-12, 14-19, 21-31, and 33-38 are pending in this application. All of the pending claims are rejected under 35 U.S.C. 102(e) as being anticipated by U.S. 6,366,563 B1 ("Weldon"). None of the claims are currently amended. Reconsideration is respectfully requested.

In the previously submitted Response, claims 1, 12 and 24 were amended to recite that replacement services are provided without manual intervention in response to a breach of the SLA. Claim 35 already recited a similar limitation. The Office now asserts that automatically providing replacement services in response to an SLA breach is taught by Weldon at column 6, lines 54-67. The Examiner is respectfully reminded that "anticipation requires the disclosure in a single prior art reference of each element of the claim under consideration." *W.L. Gore & Associates, Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 USPQ 303 (Fed. Cir. 1983), *cert. denied*, 469 U.S. 851 (1984). As quoted by the Office:

The VPNOC 221 hosts the QVPN builder, which is a software-based mechanism used to configure VPN topology, set security profiles and distribute keys to each VPN site in an automatic fashion. Consequently, adding new VPN sites or adding more tunnels to the VPN is quickly performed since all of the probing routers may be adjusted in operation by control instructions sent from the QVPN builder. Accordingly, network operators do not need to manually secure IPSec tunnels for each of the IP nodes required to communicate over the VPN. By employing the VPN builder in the network architecture as shown with the use of VPN probing routers 207 and 203 and other probing routers, it is possible to easily scale a VPN according to customer requirements. (emphasis as in OA)

One would assume that it is advantageous to automate the features emphasized by the Examiner, VPN topology configuration and VPN scaling, in addition to the other features described in the passage, adding new VPN sites, tunnels, and securing IPSec tunnels. However, none of those features are the recited claim limitation at issue. In particular, none of those features is a *replacement service provided in response to a breach of the SLA*. Further, there is no reasonable interpretation of those features that would suggest providing replacement services in response to an SLA breach.

The Office also cites column 11, lines 21-42 of Weldon as teaching replacement service provided in response to a breach of the SLA. The Office quotes the language “or adjusting software settable parameters in the probing router, so as to be less stringent on the service level requirements imposed on the network” from Weldon. Not only is the quoted language different from the recited limitation, it is a contradictory teaching. In other words, as an alternative to sending out a trouble-shooting technician, Weldon would change the parameters associated with monitoring compliance with the original SLA to effectively create a weaker SLA that is not violated. The presently claimed invention, in contrast, provides replacement services so that the requirements of the original SLA are met. Claims 1, 12, 24, and 35 therefore clearly distinguish Weldon by reciting causing the service provider network to provide replacement services without manual intervention in response to a breach of the SLA.

With regard to Lo (US2002/015914A1), the Examiner expresses concern about the phrase “manages resources at this layer to meet SLAs.” There are various aspects to managing resources, including but not limited to provisioning resources, reserving resources, monitoring resources, repairing resources, and providing protection resources. In general, when the expression “to meet SLAs” is used in documents in this art, the implication is that actions are

taken to avoid breach of the SLA. As stated in the previous Response, the presently claimed invention is directed to actions taken in response to breach of an SLA. Therefore, without some further detail that would suggest post-SLA breach actions, the cited passage is irrelevant to this application.

Applicants previously made a diligent effort to place the claims in condition for allowance, and have explained in the response how the claims distinguish the cited references. Should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone the undersigned, Applicants' Attorney at 978-264-6664 so that such issues may be resolved as expeditiously as possible. For the reasons stated above, this application is now considered to be in condition for allowance and such action is earnestly solicited.

Respectfully Submitted,

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Date

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